

III. GENERAL CONDITIONS

RFP 2022-06-001 - SCHOOL FURNITURE

1.0 SCOPE OF PROPOSAL.

1.1 The Boyd Independent School District (BISD) requests electronic proposals from qualified firms to provide School Furniture.

1.2 This RFP is in six (5) parts/sections: I. Notice to Offerors; II. Instructions to Offerors; III. General Conditions; IV. Responsibilities of Offerors; V. Contract Specifications. These parts are applicable and form a part of all contract documents and a part of the terms/conditions of all purchase orders for products included in the specifications and offer forms.

1.3 This is a service and supply contract and effective for one year from date of the award but may be extended.

1.3 (a) **Length of Contract:** All responses to this RFP shall be for a one (1) year agreement between the District and the provider with the option of four (4) one (1) year extensions to be determined and negotiated prior to the end of each term. Any changes to the scope of services provided under this contract that may result in changes to the terms, conditions, and fees can be redefined and negotiated. In that event, any negotiated items must be placed in writing to the district and provided as an amendment to the contract no later than 90 days prior to the renewal of the contract. In such instance, the district will notify the vendor of such intent to renew at least 45 days prior to the renewal date. The district may also negotiate and/or explore other options during this period. If BISD fails to timely exercise any of the options to renew, all remaining options to renew shall expire and terminate.

All proposers must agree to fully warrant and guarantee all information in its response.

2.0 CONDITIONS OF AGREEMENT. The conditions of agreement consist of the following and in the event of conflicting provisions, the order of importance is:

- Notice to Proposers
- Instructions to Offerors
- General Conditions
- Responsibilities of Offerors
- Contract Specifications
- Offer Forms

3.0 PROPOSAL SUBMITTAL A signed/acknowledged, submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in the solicitation, combined with the acceptance of said proposal by the District. No products shall be delivered, nor work be performed without a Purchase Order issued to the successful vendor(s), written on an official District Purchase Order Form, prior to the products being delivered or work being performed. Under NO circumstances are vendors to deliver products or perform work without a valid Purchase Order received prior to the delivery or performance.

4.0 BRANDS AND MODELS. Brands and model numbers, where listed, are used for specification reference only unless otherwise stated, and are not intended to limit consideration of an approved equal or equivalent item. Descriptive information or a sample may be requested for any item proposed other than the referenced item.

5.0 EQUIVALENT OR APPROVED EQUAL. Whenever a product is defined in any of the Conditions of Agreement by describing a proprietary product, or by using the name/model of a manufacturer or vendor, the term "or other units

considered to be equivalent", if not inserted, shall be implied. The specific product described shall be understood as indicating the type, function, and minimum standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude products of comparable quality, design, and efficiency.

5.1 If a brand/model is offered other than the one specified, complete descriptive information of the offered product must be included with the proposal. Products being proposed as an equal to the items specified must be available for inspection/evaluation by BISD. Samples, when requested, must be furnished within five (5) working days of the request at no cost to the district. If not destroyed during evaluation, samples may be returned to the Offeror on request at Offeror's expense.

5.2 Determination of equivalent or approved equal is at the sole discretion of BISD.

5.3 If the Offeror takes no exception to specifications of referenced data, brand names, models, etc. must be provided as specified.

6.0 SPECIFICATIONS. The Offeror shall note in writing any deviations, including manufacturer and/or model, from the specifications and shall submit those changed specifications as alternates.

7.0 GENERAL EVALUATION. BISD will generally award contracts based upon the lowest, responsive, responsible offer, price and other factors considered as required in Texas Education Code §44.031 (b). It is not the practice of the district to award purchases on the basis of low price alone. Contracts may be awarded on a lump sum basis or on a unit price basis, provided that, in the event, a contract specifies a unit price basis, the compensation paid by BISD shall be based upon the actual quantities supplied. In determining the "lowest responsible" offer, BISD may consider, in addition to price, other factors such as compliance with the RFP documents, delivery requirements, suitability of product, costs of maintenance and operations, training requirements, warranties, availability of repairs or other services, past performance of the vendor, other factors contributing to the overall costs, both direct and indirect, related to an item, and compliance with BISD's policies, procedures and goals.

7.1 The district may award a contract to the responsive, responsible Offeror with the lowest aggregate offer. If unable to award as a package, the district will evaluate proposals and may award alternate awards.

7.2 Extensions of unit prices shown will be subject to verification by the district. In the case of conflict between the unit price and the extension, the unit price will prevail.

7.5 In the event identical proposals are submitted which are determined by BISD to be the lowest responsible offers, usually, one offer will be selected as the successful vendor. If one of the Offerors submitting identical proposals is a resident of the District, that Offeror shall be selected. If two or more such Offerors are residents of the District, one shall be selected by the casting of lots. In all other cases, one of the identical offers shall be selected by casting of lots.

7.6 In determining how to award a contract or contracts in conjunction with the RFP, the District shall follow the Texas Education Code §44.031 (b) as the primary Evaluation Criteria, as listed below:

7.6.1 The purchase price;

7.6.2 The reputation of the vendor and of the vendor's goods or services;

7.6.3 The quality of the vendor's goods or services;

7.6.4 The extent to which the goods or services meet the district's needs;

- 7.6.5 The vendor's past relationship with the district;
- 7.6.6 The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
- 7.6.7 The total long-term cost to the district to acquire the vendor's goods or services;
- 7.6.8 for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
- (A) has its principal place of business in this state; or
 - (B) employs at least 500 persons in this state; and
- 7.6.9 Any other relevant factor specifically listed in the request for bids or proposals.

7.7 SELECTION PROCESS

7.7.1 **EVALUATION COMMITTEE:** If deemed necessary, the evaluation and selection of vendor(s) for contract award will be conducted by an Evaluation Committee. The Evaluation Committee will be composed of members from Boyd ISD based on position, expertise in the area for which the procurement is being conducted, or as the requestor of the procurement process. The BoydISD reserves the right to add, delete or substitute members of the Evaluation Committee as it deems necessary. The Purchasing Department is responsible for administering the evaluation process and will serve in a non-voting capacity.

7.7.2 **PRICING:** All fees and charges should be included in the prices section. However, if the proposer anticipates any extraordinary charges, they must be detailed in the proposal.

7.7.3 Comprehensive equipment/software and service solution which has the most compatibility with the environment and which best meets the complete needs of the Boyd ISD.

7.7.4 The Evaluation Committee will narrow the submitted proposals to the few that best meet the requirements of the Request For Proposals (RFP) and which best meets the complete needs of the Boyd ISD. At that point, interviews may be scheduled for demonstrations. If a contract is not agreed upon, the committee may begin negotiations with the second best proposer. This will continue until an acceptable agreement can be developed. The resulting contract will be sent to the Board for approval along with the award recommendation.

7.8 ADDITIONAL CRITERIA SPECIFIC TO THIS REQUEST FOR PROPOSALS

7.8.1 ADDITIONAL EVALUATION CRITERIA OF PROPOSALS and AWARD of CONTRACT – Additional criteria than those listed in 7.6.1 – 7.6.9 may be utilized in conjunction with this Request For Proposals. If additional criteria are used, it is listed below and each additional criterion is given specific value as noted.

8.0 RESERVATION OF RIGHTS. BISD expressly reserves the right to:

- (a) Reject or cancel any or all proposals;
- (b) Waive any defect, irregularity or informality in any proposal or RFP procedure;
- (c) Waive as an informality, minor deviations from specifications at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
- (d) Reissue an RFP;
- (f) Consider and accept an alternate proposal as provided herein when most advantageous to BISD;
- (g) BISD has the right to cancel the contract with a thirty day electronic notice, without prejudice, for factors including, but not limited to, non-availability or non-appropriation of funds; and/or
- (h) Procure any item or services by other means to meet time-sensitive requirements.

9.0 ACCEPTANCE. Notification of award will be communicated by a letter of acceptance or may be made public on the District's Purchasing website (boydisd.net/department/finance). If notified by letter, the letter of acceptance, citing the RFP, consummates the contract, which consists of the RFP, the vendor's offer, and the signed letter of acceptance. Subsequent purchase or delivery orders may be issued as appropriate.

10.0 INVOICES AND PAYMENTS. The offeror shall submit separate invoices, in duplicate, on each purchase order after each delivery and/or completed project. Invoices shall indicate the purchase order number and the RFP number. Invoices shall be itemized. If applicable, a copy of the bill of lading should be attached to the invoice and mailed to BISD at the address specified on the purchase order. No charge or addition to the accepted price shall be made by the vendor for delivering, placing, or invoicing product(s). Payment shall not be due until all items on the purchase order have been received by BISD (unless specified in the specifications) or the project has been completed and the above instruments are submitted and the invoice has been accepted by BISD. All prices shall be F.O.B. destination. Funds for completed purchase orders concerning this contract will be available within thirty (30) days of completion and acceptance by the district.

11.0 WARRANTY-PRICE. The price to be paid shall be that contained in Offeror's proposal which Offeror warrants to be no higher than Offeror's current prices on orders by others for products of the kind and specification covered by this RFP for similar quantities under similar or like conditions and methods of purchase. In the event Offeror breaches this warranty, the prices of the items shall be reduced to the Offeror's current prices on orders by others, or in the alternative, BISD may cancel this RFP without liability to Offeror for breach. Quotes provided to the district, under any resulting contract or agreement from this process, shall reference the products awarded with this contract and shall reflect any discount, in addition to RFP number.

12.0 TERMINATION. BISD shall have the right to terminate for default all or any part of this contract if Offeror breaches any of the terms hereof or if the Offeror becomes insolvent or files any petition in bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which BISD may have in law or equity, specifically including, but not limited to, the right to collect for damages or demand specific performance.

12.1 BISD has the right to terminate this contract for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the Offeror of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

12.2 BISD may terminate the contract and debar the vendor from future "bidding" for violations of the federal requirements including, but not limited to, "Contract Work Hours and Safety Standards Act", "Equal Employment Opportunity Act", and "Energy Policy and Conservation Act".

13.0 ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or any obligation delegated by Offeror without the electronic permission of BISD.

14.0 INTERPRETATION. This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms thereof. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used herein, and acceptance of a course of performance rendered under this RFP shall not be relevant to determine the meaning of this RFP even though the accepting party has knowledge of the performance and opportunity for objection.

15.0 APPLICABLE LAW. This RFP, and its resulting contract, shall be governed first by the laws of the State of Texas, and venue for any disputes arising thereunder shall be in Wise County, Texas and secondarily by the Uniform Commercial Code as adopted in the State of Texas and in force on the date of this RFP.

16.0 NOTIFICATION OF CRIMINAL RECORD. The person or entity submitting an offer must give notice to the district, at the time of offer submission, if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in this conviction of a felony (this requirement does not apply to a publicly held corporation).

17.0 INDEMNIFICATION AND HOLD HARMLESS: Except as otherwise expressly provided, Offeror shall defend, indemnify, and hold BISD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of Offeror, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

18.0 ASSIGNMENT OF OVERCHARGE CLAIMS. Successful Offeror shall assign to BISD any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

19.0 USE BY OTHER GOVERNMENT ENTITIES. The Texas Education Code 44.031 (a)(5) allows for government entities, i.e. state agencies, local governments and school districts, to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded contract at the option of the successful bidder only. In the event the successful bidder allows another governmental entity to join the Boyd ISD contract, it is expressly understood that the Boyd ISD shall in no way be in no way liable for the obligations of the joining governmental entity.

20.0 REPRODUCTION, DISTRIBUTION, ASSIGNMENT and DELEGATION. Copies of this Request For Proposals document may be reproduced for convenience in collaborating or working with other individuals in the company submitting the proposal; however, the vendor registered as the plan holder must submit his/her proposal on the original Request For Proposals document. NOTE: Vendors may not collaborate with any other vendor in preparing his/her proposal.

20.1 ASSIGNMENT-DELEGATION. No right or interest in a contract resulting from this request for Request For Proposals process shall be assigned or any obligation delegated by Offeror without the electronic permission of the Boyd Independent School District.

21.0 DISTRIBUTION. The Boyd Independent School District owns the exclusive right to distribute this and any procurement document to vendors requesting to be included in the procurement process or to vendors that have been identified as vendors qualified to provide the goods and/or services required in this document.

22.0 RESPONSE FORMS: Section IV contains forms that are required to be completed and submitted along with your response. In order to make it easy to detect which forms are required, they are marked at the bottom of the form with the following label:

THIS PAGE MUST BE RETURNED WITH THE RFP

Failure to complete and submit these forms is grounds for disqualification of your offer. The required forms and the purpose they fulfill are:

22.1 PROPOSAL FORMS CHECKLIST: This form is used as a checklist for proposing vendors to indicate that each required form has been reviewed and addressed as part of your bid response. **This form must be completed and returned for a proposal or bid to be considered.**

22.2 PROPOSAL FORM/BID FORM/PRICING MATRIX: This form is used to submit your offer for this proposal. This form is to complete pricing offered for this project and must be submitted with the signature of the person authorized to commit your company to this project at the price(s) offered. Proposers will submit pricing for the products offered to BISD, which will be used to evaluate and establish a pricing mechanism for which future projects will be priced. These forms must be completed and returned for a proposal or bid to be considered.

22.3 BID/PROPOSAL OFFER FORM: This is the form that authorizes the respondent to represent his/her company to extend the offer to BISD and enter into an agreement if an award is extended to this firm. This form also serves as a statement that the offer was not prepared in collusion with any competing vendor and that the stated prices are prepared independent of any pre-arranged agreement. This form is used to further verify as to the accuracy of all information contained in the response, including but not limited to the required Felony Conviction Notice. **This form must be completed and returned for a proposal or bid to be considered.**

22.4 NOTICE OF NO RESPONSE FORM: In the event that a solicited vendor elects not to participate in this Request For Proposals opportunity, completion and submission of a NOTICE OF NO RESPONSE form is helpful in evaluating its procurement processes. **Please complete and return the NOTICE OF NO RESPONSE form and return it as instructed if your firm is not responding to this solicitation.**

22.5 AFFIDAVIT OF AUTHORITY AND NON-COLLUSION: This is a sworn statement that the individual presenting the offer to BISD is authorized to represent the firm making the offer and that the firm will enter into any resulting agreement. It further affirms, under sworn statement, that the proposal was not prepared in collusion with any competing vendor nor were price fixing and pre-arranged agreements made prior to or during the administration of this process. **This form must be completed and returned for a proposal or bid to be considered.**

22.6 STATEMENT OF COMPLIANCE/DEVIATION FORM: This form is a signed statement that the proposal complies with all specifications and/or scope of work contained in the solicitation document, unless listed in the Exceptions section on this form, which is provided for the express purposes of identifying exceptions being taken from the specifications and/or scope of work. **This form must be completed and returned for a proposal or bid to be considered.**

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this document. **This form must be completed and returned for a proposal or bid to be considered.**

22.7 FELONY CONVICTION NOTICE: Texas State Law requires that persons or entities entering into business agreements with School districts must give notice to the district if the person or owner has been convicted of a

felony. This form addresses this Requirement and must be submitted. NOTE: Conviction of a felony does not necessarily disqualify a vendor from receiving a Contract, but are examined on a case by case basis. This form must be completed and returned for a proposal or bid to be considered.

22.8 PROPOSAL QUESTIONNAIRE: If required, this form is used for the purpose of providing in-depth information about the firm submitting the offer, including experience levels, special training and/or skills needed to provide the services or goods required of the solicitation. This form must be completed and returned for a proposal or bid to be considered.

22.9 CONFLICT OF INTEREST COMPLIANCE FORM – This form is required in conjunction with House Bill 914, which went into law September 1, 2005, and became effective January 1, 2006. This is a three-page form, the first of which is a **Notice to Vendors** and the remaining two pages are the **Conflict of Interest Questionnaire**. Response to this fulfills requirements under Chapter 176, Section 176.006 (a) of the Texas Local Government Code. Vendors are required to complete this and include in their response, if applicable. If no conflict exists, vendors are required to complete and include the **NOTICE OF NO CONFLICT OF INTEREST STATEMENT**, included as the last page of this section.

NOTE: Submitting a Conflict of Interest Disclosure Statement does not necessarily disqualify a vendor from receiving a Contract, but are examined on a case by case basis.

22.10 IRS FORM W-9: This is a required form by the IRS for government entities that pay vendors in excess of \$600.00 annually in order to issue a 1099 form and is required in conjunction with the reporting requirements by the Internal Revenue Service. This form must be completed and returned for a proposal or bid to be considered.

22.11 BISD CONTRACTOR CERTIFICATION: Texas Education Code chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district. This form certifies that the vendors submitting will perform the required background check according to state law. This form must be completed and returned for a proposal or bid to be considered.

22.12 EPCNT INTERLOCAL AGREEMENT CONSENT FORM: This form is used for vendors to indicate agreement with allowing member districts and qualifying government entities access to any resulting contract or agreement to purchase under an Interlocal Agreement. Such purchases will be made directly with the requesting school district or government entity and BISD will not serve as a collection agency or otherwise administer purchases for or on behalf of other qualifying entities or awarded vendor(s) under any resulting agreement. This form must be completed and returned for a proposal or bid to be considered.

22.13 RESIDENT BIDDER'S CERTIFICATION: In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal. As defined by Texas House Bill 602, a "nonresident vendor" means a vendor whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas. This form must be completed and returned for a proposal or bid to be considered.

22.14 DEBARMENT OR SUSPENSION CERTIFICATE: This form is required by regulations implementing Executive Order 12549, requiring vendors competing for contracts that are funded, fully or in part, with Federal Funds, to disclose whether that vendor has been debarred, suspended, ineligible or voluntarily been excluded from contracts of lower tiered covered transaction. Instructions on determining this information is included in the form. Vendors competing for contracts that are fully or partially funded with Federal Funds are required to disclose Lobbying Activities in conjunction with the pursuit of business. This form is provided for Vendors to

disclose any Lobbying Activity identified in the instructions provided with this form. This form must be completed and returned for a proposal or bid to be considered, even if there is no lobbying activity to report.

22.15 COMMITMENT TO PROVIDE INSURANCE FORM: This form is used for vendors to include as confirmation of their agreement to provide insurance in the required coverage, naming BISD as an additional insured, if awarded a contract under this solicitation process.

22.16 FEDERAL CONTRACT PROVISIONS AND CERTIFICATIONS: This form contains provisions required to be in place and agreed if the procurement is funded with federal funds. BISD is the subgrantee or Subrecipient by definition, under rules and regulations established by the Education Department General Aministrative Regulations, commonly known as EDGAR. The federal Rule numbering or identification on the Certification Form is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. Complete Rules are located in 2 CFR PART 200. This form will **NOT** be used for purchases made in conjunction with the National School Lunch Program, School Breakfast Program, and Summer Feeding Program.

22.17 USDA FEDERAL FUND USE COMPLIANCE DOCUMENTATION - CERTIFICATION FORM: This form contains provisions required to be in place and agreed if the procurement is funded with federal funds for purchases made in conjunction with the National School Lunch Program, School Breakfast Program and Summer Feeding Program. BISD is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification on the Certification Form is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. Complete Rules are located in 2 CFR PART 200. This form will only be utilized for purchases made in conjunction with the National School Lunch Program, School Breakfast Program, and Summer Feeding Program.

22.18 CERTIFICATE OF INTERESTED PARTIES – FORM 1295: Requirements to complete and include this form went into effect December 24, 2015, as a result of the passage of [House Bill 1295](#). This form is required of Interested Parties who enter into qualifying contracts defined in HB1295. Failure to file this form with the Texas Ethics Commission will disqualify any qualifying contract and cause the District to dismiss any bid or proposal. Qualifying contracts are defined as: (1) requires an action or vote by the governing body of the entity or agency (school district) before the contract may be signed; or (2) has a value of at least \$1 million. Purchase Orders, when issued as delivery orders in conjunction with an awarded bid or proposal, are considered contracts and qualify for disclosure under this requirement. **Any bid or proposal awarded by the Boyd ISD Board of Trustees will require the interested party to complete this filing online before purchases will be made under the awarded agreement, whether or not a separate contract document is executed.** A sample Form 1295 is included in this procurement document to make prospective vendors aware of this requirement. Vendors are NOT required to complete the enclosed form and include it in their response. Complete instructions and important information can be located at the following link:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

22.19 CHAPTER 2270 (BOYCOTT) VERIFICATION: This form contains a requirement for vendors competing on government contracts to declare that, at the time of they are seeking to contract with a government entity they 1) do not boycott Israel, and 2) they will not boycott Israel during the term of the contract with the government entity. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited*

23.0 INDEMNIFICATION AND HOLD HARMLESS. Except as otherwise expressly provided, Offeror shall defend, indemnify, and hold BSD harmless from and against all claims, liability, loss and expenses, including reasonable costs, collection expenses, and attorneys' fees incurred, which arise by reason of the acts or omissions of Offeror, its agents or employees in the performance of its obligations under this contract. This clause shall survive termination of this contract.

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